

# EXHIBIT C

I, Jason Reed, hereby declare under penalties of perjury as follows:

1. My name is Jason Reed. I currently reside at 430 Lincoln Avenue, Riverside, NJ 08075.

2. I worked for Empire Auto Parts, Inc. ("Empire") as a Delivery Driver from in or around April 2010 to in or around February 2013.

3. I worked at Empire's warehouse in Cinnaminson, New Jersey (hereinafter "Warehouse").

4. During my employment, I earned a base hourly rate of between \$12.00 and \$13.75 per hour.

5. As a delivery driver, my duties primarily included driving a delivery van and delivering Empire's parts to its customers throughout New Jersey, southeastern Pennsylvania, and Delaware.

6. When I arrived at the Warehouse each morning, Empire assigned me a set of deliveries to be made during the morning. When I received the assignments, I retrieved the parts needed for the delivery, scanned them in to Empire's system and then loaded them into my work van and left to perform the deliveries. Typically, it took me around 30 minutes to leave on my route after arriving at the Warehouse in the morning.

7. When I finished my morning deliveries, I returned to the Warehouse. Upon my return, Empire assigned me another set of deliveries to be completed in the afternoon. When I returned I also had to complete paperwork related to the morning deliveries and submit the money I collected to Empire. Then I pulled the parts needed for the afternoon deliveries, loaded them into my work van, and left the Warehouse. Typically, it took me between 30 minutes and an hour to leave on my afternoon route after returning from my morning deliveries.

8. When I finished my afternoon deliveries, I returned to the Warehouse. Upon my return, I completed more paperwork related to the afternoon deliveries and submitted the money I collected that afternoon to Empire. Typically, it took me around 15 minutes to complete my duties after returning from my morning deliveries.

9. It was my responsibility as a delivery driver to fuel my work vehicle. I had to stop at a gas station and fuel my work vehicle nearly every day of my employment with Empire.

10. Empire determined the route I took to complete my morning and afternoon deliveries.

11. When I went to one of Empire's customers to deliver parts, I was responsible for unloading the parts to be delivered, speaking to the customer, processing and loading any returns, and collecting payment.

12. I was required to make my deliveries during customers' regular businesses hours. Cite. Empire required me to quickly complete my morning deliveries so I could return to the Warehouse and then leave again for my afternoon deliveries in time to get to all the customers before they closed for the day.

13. My weekly work schedule consisted of five, 8.5 hour shifts.

14. My scheduled shifts typically began at 7:30AM and ended at 4:00PM but for a time I worked a shift scheduled to begin at 8:00AM and end at 4:30PM.

15. I clocked into work using Empire's electronic time keeping system every morning when I arrived at the Warehouse and I clocked out before leaving the Warehouse at the end of the day.

16. Empire deducted 30 minutes of paid time from each shift that I worked due to its policy of automatically deducting for unpaid meal breaks.

17. I rarely, if ever, took an uninterrupted, 30-minute meal break during my employment with Empire.

18. I regularly worked over 40 hours per workweek, and Empire paid me overtime of one and one-half times my base hourly rate for the hours I worked over 40.

19. However, Empire did not compensate me for the additional 2.5 hours I worked each workweek due to the 30-minute meal breaks Empire deducted from my paid time.

20. During my employment, Empire prohibited me from making unauthorized stops (i.e. stops at non-customer locations).

21. When I was out on my route, Empire tracked my location, speed, driving time, idling time, and stopping time via a GPS tracking unit in my work van.

22. On occasion I made a quick stop at a convenience store, pizza shop, or other place that I could grab a quick drink or snack while I was out on my route. My supervisors verbally warned me that I was not permitted to make such stops.

23. My supervisor, Jeffrey Bealer directed me to pack a lunch in a cooler and to eat on the road when I would tell him why I had made the stops.

24. During my employment, Empire disciplined me multiple times for making said unauthorized stops. Empire's General Manager, Steve Moskal, issued said disciplinary actions to me.

25. During my employment, Defendants also disciplined me for exceeding the speed limit while out on my route.

26. During my employment I worked alongside other individuals who worked as full-time delivery drivers for Empire out of the Warehouse. The other delivery drivers that I worked with included: Richard Segarra, Jeffrey Jones, Kenneth Tongue, Michael Diamante, David

Williamson, James Robinson, and Jose Colon. All of the drivers employed at the Warehouse during my employment, including the ones identified above, worked at least 8.5 hours per work day (comprised of 8 work hours and the 30 minutes Empire designated as an unpaid meal break), 5 days a week. The scheduled work periods of the above-named drivers were as follows:

- a. Richard Segarra: 7:30AM – 4:00PM
- b. Jeffrey Jones: 7:30AM – 4:00PM
- c. Kenneth Tongue: 7:30AM – 4:00PM
- d. Michael Diamante: 7:30AM – 4:00PM
- e. David Williamson: 8:00AM – 4:30PM
- f. James Robinson: 7:30AM – 4:00PM
- g. Jose Colon: 8:00AM – 4:30PM

27. All of the above named deliver drivers performed the same duties that I performed in my position as a delivery driver.

I declare under penalties of perjury that the foregoing are true and accurate to the best of my belief.

Signature: Jason Reed  
Jason Reed (Jul 30, 2014)

Email: jayreed781@gmail.com

# Declaration

EchoSign Document History

July 30, 2014

I, Jason Reed, hereby declare under penalties of perjury as follows:

1. I am Jason Reed, currently residing at 411 Lincoln Avenue, Riverside, NJ 08071.
2. I worked for Eggen-Roth, P.C., Inc. ("Eggen") as a Delivery Driver from its initial April 2013 to its current February 2014.
3. I worked at Eggen's warehouse in Hammonton, New Jersey (hereinafter "Warehouse").
4. During my employment, I earned a base hourly rate of between \$11.50 and \$12.50 per hour.
5. As a delivery driver, my duties primarily included driving a delivery van and delivering Eggen's parts to its customers throughout New Jersey, southeastern Pennsylvania, and Delaware.
6. When I worked at the Warehouse each morning, Eggen assigned me a set of deliveries to be made during the morning. When I received the assignments, I reviewed the parts needed for the deliveries assigned to me as to Eggen's correct and then loaded those into my work van and left to perform the deliveries. Typically, it took me around 30 minutes to leave on my route after arriving at the Warehouse on the morning.
7. When I finished my morning deliveries, I returned to the Warehouse. Upon my return, Eggen assigned me another set of deliveries to be completed at the afternoon. When I returned, I also had to complete paperwork related to the morning deliveries and collect the items collected in Eggen. Then, I loaded the parts needed for the afternoon deliveries, loaded those into my work van, and left the Warehouse. Typically, it took me between 30 minutes and an hour to leave on an afternoon route after completing from my morning deliveries.

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## "Declaration" History



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